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Electronically Recorded

Tarrant County Texas

Official Public Records

1/7/2010 3:35 PM

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Suzanne Henderson

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Submitter: SIMPLIFILE



HARDING COMPANY 13465 Midway Road, Suite 400 Dallas, Texas 75244

Submitter: HARDING COMPANY

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

<u>DO NOT DESTROY</u> <u>WARNING - THIS IS PART OF THE OFFICIAL RECORD.</u>

ELECTRONICALLY RECORDED BY SIMPLIFILE Malozzi Family Living Trust

Ву:_____

CHK01079

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW. NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4-89) — Paid-Up With 640 Acres Pooling Provision

PAID-UP OIL AND GAS LEASE

(No Surface Use)

THIS LEASE AGREEMENT is made this 22 day of SEPTEMBE 2001 by and between Malozzi Family Living Trust, whose address is 7001 Herman Jared Drive North Richland Hills, Texas 76182, as Lessor, and CHESAPEAKE EXPLORATION, L.L.C., an Oklahoma limited liability company, whose address is P.O. Box 18496, Oklahoma City, Oklahoma 73154-0496, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described

See attached Exhibit "A" for Land Description

in the County of <u>Tarrant</u>, State of TEXAS, containing <u>0.286</u> gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of <u>5 (five)</u> years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

- 12. This feates, which is a "placific please reguling" no create, shall be in force for a primary sering of <u>Fifting years</u> from the date hereof, and for as long thereafter as all or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands poded therewith or this lease is otherwise marketing of the produced of the produced and saved hereburgh and the place of the produced and saved hereburgh and the place of the produced and saved hereburgh and by pode by Lessee to Lessor's area of lower. Go and other field hydrocanomic separated at Lessee's separated recallies, the royalty shall be <u>26.00%</u> of such production, to be delivered at lessee's option to Lessor at the wellhace or to Lessor's credit at a cold produced and the service of the production and the regular hydrocanomic separated at Lessee's service of the production and the production
- of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the run minimal estate in such part of the leased premises.

 8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authemicated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers is interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

 9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease of a full or undivided interest in less tha



10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized herewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the chilling of war, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pitis, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, starks, water wells, disposal wells, injection wells, pitis, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, accept water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 alove, nowthinstanding any partial ease or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith, the ancillary rights granted premises or other lands used by Lessor in which the leased premises or other lands used by Lessor in the leased premises or other lands used by Lessor in which the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessees shall have the right at any time to remove its futures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable line therearder.

11. Lessee's obligations under this lease, whicher expresses or implied and the producing of the term of this lease is the part of the lands and the producing of the term of this leas

17. This lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original

DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's

neirs, devisees, executors, administrators, successors and assigns,		cuted by all parties hereinabove named	l as Lessor.
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Dichory C. Malorzi	- [- [lesto T. Mar	pozzi
10122: Ramily Siving TRUST			IENST- TENSTER
` '	ACKNOWLEDGMENT		
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LLOYD F. SPRUIELL Notary Public, State of Texas My Commission Expires September 29, 2010	Notary Public	c, State of Texas te (printed) hogy for imission expires: 9/29/20	
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STATE OF TEXAS COUNTY OF PRRAW T This instrument was acknowledged before me on the	2 2 doy of Contact as 204	a a by FD d &	Samon
This instrument was acknowledged before me on the	day or 202	The state of the	Spring.
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_	ORPORATE ACKNOWLEDGMEN	т ' '	
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	Notary's nam	c, State of Texas ne (printed): mission expires:	
	RECORDING INFORMATION		
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County of			
This instrument was filed for record on the	day of	, 20, at	oʻclock
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	•	Clerk (or Deputy)	

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Prod 88 (4-89) -

- PU 640 Acres Pooling NSU w/o Option (10/29)

Initials AM CTM

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Exhibit "A" Land Description

Attached to and made a part of that certain Paid Up Oil and Gas Lease dated the <u>22</u> day of <u>5607ErroB6R</u>, 2009, by and between, CHESAPEAKE EXPLORATION, L.L.C., an Oklahoma limited liability company, as Lessee, and <u>Malozzi Family Living Trust</u>, as Lessor.

From time to time Lessee may determine that some part or all of the Leased Premises should be more specifically described, in which case Lessor agrees to execute any substitute Lease(s) or correction to Lease(s) tendered by Lessee for such re-description.

0.286 acre(s) of land, more or less, situated in the T. Martin, Abstract No. 1055, and being Lot 10, Block 4, of Stoney Ridge, an Addition to the City of North Richland Hills, Tarrant County, Texas according to the Plat thereof recorded in Volume/Cabinet A, Page/Slide 3161 of the Plat Records of Tarrant County, Texas, and being further described in that certain Warranty Deed recorded on 7/19/2006 as the Instrument No. D206220247 of the Official Records of Tarrant County, Texas.

ID: 40548-4-10,